

AG Contract No. KR95 2566TRN
ADOT ECS File: JPA 95-202
Project: S-366-535
Tracs: 089A YV 355 H3724 01C
Section: US-89A Phase II

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 26 January, 1995 ⁹⁶
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF COTTONWOOD, acting by and through its Mayor and City
Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the City
to landscape areas within the right of way on SR-89A at the
following location:

From centerline roadway station 355+02 to
centerline roadway station 355+21, a net distance
of approximately 0.19 miles.

THEREFORE, in consideration of the mutual agreements
expressed herein, it is agreed as follows:

NO. <u>20762</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/26/96</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Harnwood</u>

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project, budgeted at \$40,000.00, will be constructed by the State, using State funds. Upon completion of the project, the City will reimburse the State 25% of the landscape contract cost.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Cottonwood
City Manager
827 N. Main Street
Cottonwood, AZ 86326

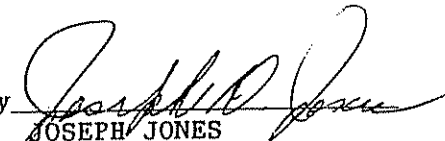
7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF COTTONWOOD

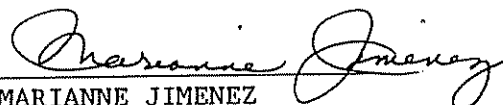
STATE OF ARIZONA

Department of Transportation

By 
JOSEPH JONES
Mayor

By 
PETER L. ENO
Contract Administrator


ATTEST

By 
MARIANNE JIMENEZ
City Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of November 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities to design, construct and maintain landscaping improvements on US-89A in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11th day of January, 1995.

Melinda Janssen
City Attorney

RESOLUTION NUMBER 1549

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, TO PROVIDE LANDSCAPE IMPROVEMENTS ALONG A PORTION OF SOUTH MAIN STREET.

WHEREAS, it is of mutual benefit and advantage of the State and City to landscape areas within the public right-of-way on SR89A, also known as South Main Street, at the following location:

From Centerline Roadway Station 355+02
To Centerline Roadway Station 355+21,
a net distance of approximately 0.19 miles; and

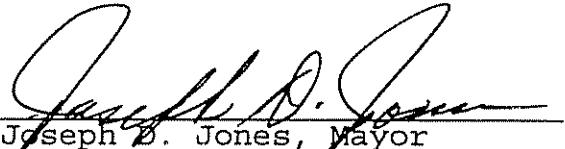
WHEREAS, the state is empowered by Arizona Revised Statutes section 28-108 to enter into an intergovernmental agreement to accomplish such purpose; and

WHEREAS, the City is also empowered by Arizona Revised Statutes section 48-572 to enter into such agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

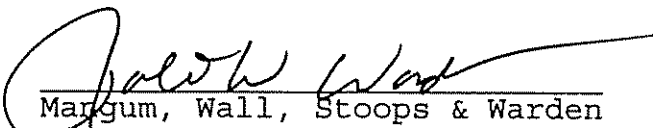
THAT, the city hereby enters into the intergovernmental agreement with the Arizona Department of Transportation, attached hereto, to provide landscape improvements within the right-of-way area described above, and the Mayor is authorized to sign such agreement on behalf of the City.

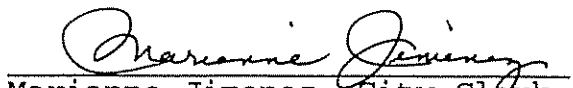
PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 19TH DAY OF DECEMBER, 1995.


Joseph D. Jones, Mayor

APPROVED AS TO FORM:

ATTEST:


Mangum, Wall, Stoops & Warden
City Attorneys


Marianne Jimenez, City Clerk



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2566-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of January, 1996.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
9042G